

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Graduate Intern Employment Contract between the **CITY OF EL PASO** and **KATHERINE NICOLE ARNOLD**, as a Graduate Intern for Economic Development Department, at an hourly rate of \$8.25, for up to 40 hours per week. The term of the contract shall be for the period of April 23, through July 23, 2004. Contract subject to the concurrence of the Civil Service Commission.

**ADOPTED** this 20th day of April, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**GRADUATE INTERN EMPLOYMENT CONTRACT**

THAT, this Agreement entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "City," and **KATHERINE NICOLE ARNOLD**, an individual who shall be a graduate Intern employee of City, hereinafter referred to as "Intern";

**WHEREAS**, the need exists in the Economic Development Department to have a graduate intern; and

**WHEREAS**, Intern is currently a student and is a qualified individual to hold this graduate intern position;

**WITNESSETH**

**I.       EMPLOYMENT CONTRACTOR APPOINTMENT**

The City hereby retains the services of Intern as a Graduate Intern. The services to be performed by Intern are to under general supervision, perform research and statistical analysis on economic and business barometers; assist with research current/previous business activity. Assist with researchnig poverty, unemployment and other socio-economic indicators, as required. Assist with researchihng potential Brownfield sites for activity previously conducted such as environmental site assessment(s)-phase I/II, or other pertinent information. Assist with compilation and revision of Brownfield sites listing. Assist with GIS mapping. Assist with coordination meetings as required, to include equipment setup, etc., assist with preparing support materials for regular departmental meetings, and assist with other research as necessary. Intern's compensation shall be as follows:

Intern shall be compensated at Eight and 25/100 (\$8.25) per hour for up to forty (40) hours per week. These amounts shall be payable from the Economic Development Department's budget.

Both parties hereto agree and recognize that all conditions to this Contract and performance by either party are subject to local, state, and federal laws, rules, and regulations which may be subject to change. As such, both parties specifically agree that any of the provisions of this Agreement may be changed to bring this Program or the City of El Paso into compliance with such laws, rules, and regulations. Notice of such change will be given to either party as soon as notice is received by either party of the changes in the applicable laws, rules, and regulations; however, any such changes which must take effect to bring the City of El Paso or this Project in compliance with such changes will take effect as soon as is needed to comply with such changes in the laws, rules, and regulations. This contract is subject to the approval of the City Council of the City of El Paso as well as the Civil Service Commission of the City of El Paso. This contract shall further be subject to the Civil Service Commission policy regarding Interns.

## **II. TERM OF CONTRACT**

This Contract shall become effective on April 23, 2004 and shall terminate, without notice by either party, at the end of the business day of July 23, 2004.

## **III. PROHIBITIONS**

A. Intern covenants that during this Contract period he will have no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract which will conflict in any manner or degree with the performance of the services to be performed under this Contract. Intern further understands that the Charter of the City of El Paso prohibits any officer or employee of the City from having any financial interest, direct or indirect, in any contract with the City. Any violation of this paragraph, with knowledge express or implied, by the Intern shall render this Contract voidable by the City of El Paso.

B. As stated above, Intern shall not assign, delegate, or attempt to create a novation of this Contract. In the event Intern does attempt to so convey an interest in this Contract, said Contract shall be terminable, at the discretion of the City, without notice to Intern.

## **IV. NOTICES**

All notices, communications and reports under this Contract shall be either hand-delivered or mailed, postage pre-paid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY:	City of El Paso Economic Development Attn: Director #2 Civic Center Plaza El Paso, Texas 79901-1196
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INTERN:	Katherine Nicole Arnold
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## **V. DURATION AND TERMINATION**

A. Either party may terminate this contract without cause after 10 working days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination.

B. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

C. Upon termination of this Contract, the Intern shall deliver to the City all papers, work papers, and other materials in which the City is required to have in its possession as documentation requirements.

D. In the event that the City terminates this Contract or, in lieu of termination continues the Contract on the condition that certain breaches, or defaults of said Contract are remedied within a period of reasonable time, the City shall reserve and retain the right to demand reimbursement of funds improperly allocated or spent by Intern.

## **VI. ENTIRE AGREEMENT**

This Contract constitutes and expresses the entire Agreement between the parties hereto and shall not be amended or modified by any course of dealing or oral communication. The only amendments or modifications which shall be allowed shall be those evidenced by written instruments signed by both parties hereto.

## **VII. CAPTIONS**

The captions to the various clauses of this Contract are for informational purposes only and shall not alter or amend the substance of the terms and conditions of this Agreement.

## **VIII. COVENANTS**

The terms and provisions recited hereinabove in said Contract shall be treated as covenants made by the parties to said Contract and, similarly, the conditions recited herein concerning said Contract made by Intern and City, shall be treated as conditions of this Contract. Breach by either party of any covenant or condition of this Contract may be grounds for termination of said Contract.

## **IX. LAW GOVERNING CONTRACT**

For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in the City of El Paso on the 20th day of April, 2004.

THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk


(Signatures continued on Page 4)

INTERN:



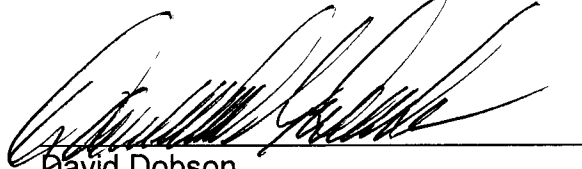
Katherine Nicole Arnold

APPROVED AS TO FORM:



Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:



David Dobson  
Director

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_

Secretary

Date: April 22, 2004

# Katherine Nicole Arnold

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OBJECTIVE: Small Business Advisor - Contract Position

## EDUCATION

University of Texas at El Paso

1996 to Present

- Bachelors of Arts in Business Administration and Economics
- Currently pursuing Masters of Science in Economics  
Expected Graduation Spring 2004
- Academic Achievement Scholarship received in 1996 to 1999

## RELEVANT COURSES

- Thesis topic:  
  
An econometric forecast of regional appraisal rates as they relate to the single housing units and commercial property.
- Financial Management, International Finance, Economic Development and Global Economics, Econometrics and Forecasting
- Research done in market analysis of small sector industries

## WORK EXPERIENCE/ABILITIES

Fall of 1999

Pike Street Market Deli

Assistant Chief

- Oriented with small business infrastructure and observed weekly/seasonal patterns
- Averaged 35 hours a week, while going to school full-time

June 2000 - March 2003

Artsource, Inc.

Mat Cutter/Customer Service

- Extensive knowledge Microsoft Office 2000 or XP, QuickBooks and other support applications
- Created and executed order proposals on a daily basis
- Cross-trained to improve the operational flow
- Maintained balance between 40 hours of work while attending UTEP full-time

March 2003 - Present

City of El Paso - Economic Development

Graduate Intern

- Extensive research in regional economic trends and sector analysis
- Filled information requests presented to the department
- Able to customize a package of federal, state and local business advantages
- Assistant Project Manager for the Brownfields Redevelopment Project
- Assisted in the revisions and updates of the City's current incentive programs

## EXTRACURRICULAR

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Summer of 2003	Volunteered in the "Freedom Fiesta Week" for Fort Bliss Soldiers
Fall of 2002	Volunteered as a docent at the El Paso Museum of Art during the Renior Exhibit
June of 2002	Volunteered at the Democratic Convention
January 2001	Volunteer/Attendee at the Allied Social Science Association Conference of Economics in New Orleans, Louisiana
1997-2001	Member of the String Quartet of El Paso
1996-2001	Member of the UTEP Symphony Orchestra
1996-1997	Volunteer at the Amigo Airshow

## REFERENCES

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Available upon request